

REQUEST FOR PROPOSALS

**To Sell Property(ies) to the Commonwealth of Massachusetts
for the Salem Judicial Center**

November 30, 2005

PROPOSAL DEADLINE: February 6, 2006 at 3:00 P.M. (EST)

**PROJECT MANAGER/
CONTACT PERSON:**

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SECTION 1: INTRODUCTION AND SUMMARY

Chapter 189 of the Acts of 1998, an act approved by the Governor and the state legislature in July, 1998, provides for the improvement of court facilities in the Commonwealth. Chapter 189 provides, among other things, funding for construction of a judicial center (the "Judicial Center") in Salem, Massachusetts, and authorizes the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through its Division of Capital Asset Management and Maintenance ("Asset Management"), on behalf of the Trial Court of Massachusetts, to acquire property(ies) for the new Judicial Center. Chapter 290 of the Acts of 2004, an act approved by the Governor and the state legislature in August, 2004, provides, among other things, additional funding for the acquisition of land and construction of the Judicial Center. Chapter 189 and Chapter 290 shall herein sometimes collectively be called the "Legislation". In accordance with the Legislation, the Judicial Center shall be named the "J. Michael Ruane Judicial Center."

Asset Management invites proposals to sell property(ies) to the Commonwealth to accommodate the construction of the new Judicial Center in accordance with the terms and conditions of the Legislation and this Request for Proposals (RFP).

The Commonwealth is soliciting proposals from landowners for property(ies) in the City of Salem in an area located within the following boundaries on Federal Street in Salem, Commonwealth of Massachusetts: bounded on the West by North Street (Route 114), on the East by Washington Street, on the North by Bridge Street, and on the South by Federal Street, on which is currently located, among other improvements, The Probate and Family Judicial Center and the Southern Essex County Registry of Deeds building (which building is numbered 36 Federal Street and is sometimes referred to as the "Registry of Deeds Building"). The Commonwealth is seeking proposals for acquisition of property(ies) within said boundaries for the purpose of assembling the site for the development of the Judicial Center, which Judicial Center shall incorporate, without limitation, the Registry of Deeds Building.

Asset Management will consider purchasing vacant lots, as well as parcels on which buildings or other improvements are located.

In the selection process, provided that Asset Management determines it is not prejudicial to the interests of the Commonwealth or fair competition to do so, Asset Management reserves the right to take any or all of the following actions, if deemed by Asset Management to be in the Commonwealth's interest: (a) to reject any and all proposals; (b) to waive any minor informalities in proposals or request proposers to correct them; (c) to request additional information from proposers, allow modification of proposals; and/or (d) to negotiate with proposers.

SECTION 2: PROPOSAL SUBMISSION REQUIREMENTS

2.1 Submission Deadline

Five complete copies of each proposal with all attachments, must be **received** by Asset Management on or before the **SUBMISSION DEADLINE of Monday, February 6, 2006 at 3:00 P.M. (EST)** as determined by Asset Management's date/time stamp. All envelopes shall be labeled "Salem Judicial Center Site Acquisition Proposal" and mailed or hand-delivered to the following address:

Division of Capital Asset Management and Maintenance
Attention: Gail Rosenberg, Project Manager
One Ashburton Place, 15th Floor
Boston, MA 02108

PROPOSALS RECEIVED BY ASSET MANAGEMENT LATER THAN THE SUBMISSION DEADLINE WILL BE DEEMED NON-RESPONSIVE AND WILL BE REJECTED. Proposals will be date/time-stamped by Asset Management as they are received, and Asset Management's date/time stamp will be controlling. If delivered late in person, delivery will be refused; if delivered late by mail, each such late proposal will be returned to its respective sender. TELECOPIED OR FAXED PROPOSALS WILL BE DEEMED NON-RESPONSIVE AND WILL BE REJECTED, REGARDLESS OF THE DATE RECEIVED.

Asset Management will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to Asset Management's written request for such information or materials.

These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals to or to allow sufficient time for their proposals to be received by mail or other delivery service. For individuals hand delivering proposals, note that all individuals must clear security in the building.

Proposals shall be unconditional. Prior to the Submission Deadline, proposers may correct or modify a proposal by written notice to Asset Management at the address specified above. After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the Commonwealth or fair competition as determined by Asset Management; provided that after the Submission Deadline, Asset Management may (but is not required to) request that all proposers submit a best and final offer by a deadline specified by Asset Management.

2.2 RFP Requirements/Communications

It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by Asset Management, whether or not the same are mailed to, or received by, proposer. As this RFP has been distributed electronically using the Comm-PASS system, copies of addenda and/or modifications will be published on Comm-PASS. All proposers are responsible for checking Comm-PASS for any addenda and/or modifications that are subsequently made to this RFP or attachments.

The Commonwealth and its subdivisions accept no liability for and will provide no accommodations to proposers who fail to check for amendments or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

Proposers are prohibited from communicating directly with any employee of Asset Management, except as specified in this RFP, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Proposers may contact the Contact Person for this RFP in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through Comm-PASS, including, without limitation, the form and attachments. Proposers with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the Contact Person, and reasonable accommodation will be made by agreement with the Contact Person on behalf of Asset Management.

Additional copies of this RFP may be obtained from the Contact Person by mail, telephone or e-mail. All questions or inquiries shall be made in writing and sent by regular mail or e-mail to the Contact Person.

2.3 Eligible Proposers/Authorization

Proposals will only be considered if they are submitted by (a) the owner of the property(ies); (b) the owner's legally authorized agent or representative; or (c) a party with a fully executed purchase and sale agreement to timely acquire the proposed property(ies).

Under no circumstances shall Asset Management or any other agency of the Commonwealth be liable for the payment of brokerage commissions, other fees and the like. All brokerage commissions, other fees and the like shall be paid by the seller of the property(ies).

2.4 Submission Requirements

To be eligible for consideration, proposers must comply with all of the following documentation, except as otherwise specifically noted. **PLEASE COMPLETE A SEPARATE FORM FOR EACH PROPERTY OFFERED FOR SALE TO THE COMMONWEALTH.**

- **Authorization to Submit Proposal**

If the proposer is not the owner of the property(ies), the proposal must include written evidence of the proposer's authority to submit the proposal in the form of legally binding documentation such as: (1) a copy of a letter or other writing from the owner of the property(ies), authorizing the agent or representative (as the case may be) to act on the owner's behalf, or (2) a copy of a fully executed purchase and sale agreement demonstrating the proposer's right and ability to purchase the property(ies) and to convey it/them in a timely manner to the Commonwealth.

- **Site Plan**

The proposal must include a reference to the Tax Assessor's Map and parcel number of the proposed property(ies). Proposers are required to include a copy of the Tax Assessors map showing the location of the property(ies). If a site plan or survey exists of the property(ies), please submit a copy, although a site plan or survey is not a required component of the proposal.

- **Deed**

Proposers are required to include a copy of the deed(s) into the current owner of the property(ies) or a recording reference for title to the property(ies).

- **Certificate of Tax Compliance**

By submitting a proposal, the proposer represents that the owner or the seller at the closing of the sale of the property(ies) to the Commonwealth will complete, as applicable, either the individual or corporate Certificate of Tax Compliance Form attached as Attachment A and Attachment B to this RFP demonstrating payment of all taxes.

- **Other Relevant Information**

To the extent in the possession of, or available to, the proposer, the proposer shall submit documents pertaining to the condition of the property(ies) and the character and condition of any buildings or improvements on the property(ies). By submitting a proposal, the proposer represents that neither the proposer nor the owner of the property(ies) has any knowledge of any relevant information about the condition or history of use of the proposed property(ies), other than what is attached to, or referenced in, the proposal.

- **Disclosure Statement of Beneficial Interest**

See form of Disclosure Statement of Beneficial Interest, as required by MGL, Chapter 7, Section 40J attached as Attachment C to this RFP. By submitting a proposal, the proposer confirms that the proposer and the owner of the property(ies) (if different) will complete, sign and submit this form at the closing of the sale of the property(ies) to the Commonwealth.

- **Asset Management Proposal Form**

Proposals must include a completed Proposal Form for each property offered for sale to the Commonwealth, in response to this RFP. (Proposal Form is Section 3 of this RFP.)

**SECTION 3: ASSET MANAGEMENT PROPOSAL FORM FOR
SALEM JUDICIAL CENTER SITE ACQUISITION PROPOSAL**

The undersigned hereby submits the attached proposal for the sale of property to the Commonwealth of Massachusetts in response to the Request for Proposals (RFP) for property(ies) in the City of Salem for the proposed Salem Judicial Center.

**PLEASE COMPLETE A SEPARATE FORM FOR EACH PROPERTY OFFERED FOR
SALE TO THE COMMONWEALTH.**

Proposer's Name: _____

Owner's Name (if different from proposer): _____

Owner Entity and State of Incorporation: _____

Proposer's Contact Person: _____

Proposer's Contact Person's Address: _____

Proposer's Contact Person's Telephone: _____

Proposer's Contact Person's E-Mail: _____

Proposer's Contact Person's Fax Number: _____

Parcel Location: Street Address or Location of Property:

Proposed Purchase Price: _____

Parcel Size: (parcel size may be approximate)_____

SECTION 3 (continued)

**Tax Assessor's
Identifying Number**

**Square Footage
of Tax Parcel**

Eligible Proposer:

(check one): ☐ Owner
☐ Owner-authorized Agent or Representative
☐ Purchaser of property under signed purchase and sale agreement
☐ Other (specify and attach document signed by owner evidencing authority to propose): _____

NOTE:

- **Agent or representative** must attach letter or other written evidence signed by the owner of authority to submit this proposal.
- **Proposer with purchase and sale agreement** to purchase proposed property(ies) must attach copy of fully executed purchase and sale agreement.

Are there any tenants or other occupants on the property? ☐ If yes, on what date can the owner convey the property free of all tenants and occupants? Please explain:

Land Uses of Adjoining Parcels:

Land use on North side of proposer's parcel: ☐ Institutional ☐ Commercial
☐ Residential ☐ Industrial ☐ Vacant ☐ Other

Land use on East side of proposer's parcel: ☐ Institutional ☐ Commercial
☐ Residential ☐ Industrial ☐ Vacant ☐ Other

Land use on South side of proposer's parcel: ☐ Institutional ☐ Commercial
☐ Residential ☐ Industrial ☐ Vacant ☐ Other

Land use on West side of proposer's parcel: ☐ Institutional ☐ Commercial
☐ Residential ☐ Industrial ☐ Vacant ☐ Other

SECTION 3 (continued)

Site Conditions:

Such information should include, without limitation, a history of the site and its uses, site assessments, environmental and/or engineering and/or structural studies, reports, test results and other such information prepared for, or in the possession of, the proposer or owner of the property(ies).

Soil Testing:

To the best knowledge of proposer and/or owner, as applicable, have any tests, surveys, or other investigations been conducted on the property that would indicate the type of soil and subsurface conditions that exist: ___ **Yes** ___ **No** (If yes, please list below and attach copies of all reports, surveys, tests and any other relevant information). Attach additional sheets, if necessary.

Environmental Conditions:

To the best knowledge of proposer and/or owner, as applicable, describe any past or present use, or the existence, of oil or hazardous materials on the property including the location of asbestos, if any. Please list below and attach copies of all site assessments, reports, test results, and other information relating to the environmental condition of the property. Attach additional sheets, if necessary.

SECTION 3 (continued)

Wetlands:

Indicate the extent and location of any wetlands on the property, if any. Please list below and attach copies of all site assessments, reports, test results, wetland surveys, and other information relating to the environmental condition of the property. Attach additional sheets, if necessary.

Site Improvements:

Describe size and construction of all existing buildings and improvements on the property, if any. Describe any historic or archaeological sites on the property, to the extent known. Attach additional sheets, if necessary.

The undersigned hereby certifies that (i) the undersigned is the owner of the proposed property, or has attached a fully executed purchase and sale agreement to purchase the property, or has attached a document signed by the owner authorizing the undersigned to propose; and (ii) to the best knowledge and belief of the undersigned, all of the information contained in this proposal is true, accurate and complete.

Signature of Proposer

Date

Name (Print): _____

If other than owner, explain: _____

SECTION 4: SITE EVALUATION CRITERIA

Evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. Asset Management reserves the right to request clarification of proposal terms or information after the Submission Deadline. Asset Management will evaluate proposals and select property(ies) based upon the following criteria:

- **Suitability of Proposed Property(ies) as part of the site of the Judicial Center**

Asset Management will consider the suitability and feasibility of the proposed property(ies), as assembled with other parcels, for the construction and operation of the Judicial Center, including without limitation, factors relating to site access for vehicles and pedestrians; availability and proximity to public transportation and parking; environmental wetlands, grading, drainage, soils conditions and other conditions of the property(ies); security of the Judicial Center and surrounding area; availability and proximity to, and adequacy of, public utilities; compatibility with existing land uses on surrounding parcels; the existence and characteristics of buildings and other improvements on the property(ies), and whether they would have to be demolished or would be used in the project; cost of development for the intended use; the need for revitalization and renewal of the area and where such revitalization and renewal are deemed important by the municipality; the existence of tenants or occupants of the property(ies); the relative ease or difficulty of permitting the project at the proposed property(ies).

- **Location**

The Commonwealth is seeking property(ies) to become part of a site assemblage for the Judicial Center that incorporates the existing Registry of Deeds Building at 36 Federal Street, Salem, Massachusetts.

- **Cost**

Asset Management will consider the proposed purchase price for the property(ies) as one of the selection criteria although Asset Management will take into account all other relevant criteria in deciding which property(ies) to select.

SECTION 5: EVALUATION AND SELECTION PROCESS

Asset Management may conduct site visits of properties offered for sale to the Commonwealth pursuant to this RFP. The proposer agrees to provide access to Asset Management and its consultants, contractors, agents and representatives to the entire property(ies) during the site visit(s) and to have someone present with knowledge of site conditions to answer questions. Information obtained from site visits will be considered by Asset Management in the selection process.

Proposals will be evaluated by Asset Management in accordance with the Legislation and the site evaluation criteria set forth in Section 4. Selection of a proposal by Asset Management for negotiation of a Purchase and Sale Agreement shall not constitute an offer to purchase the property(ies) or an acceptance of the terms of the proposal. Only a fully executed Purchase and Sale Agreement (which may contain conditions and contingencies imposed by the Commonwealth) shall bind the Commonwealth to purchase the property(ies).

SECTION 6: TRANSACTION TERMS

6.1 Purchase and Sale Agreement

A Purchase and Sale Agreement for each of the property(ies) will include, without limitation, the following terms:

- No down payment will be made upon execution of the Purchase and Sale Agreement. The entire purchase price, subject to customary and usual adjustments, will be paid by the Commonwealth at closing.
- On reasonable notice, Asset Management and its consultants will be granted access to the property(ies) to conduct surveys, soil tests and environmental investigations, examine existing structures, etc. By submitting a proposal, the proposer grants access to Asset Management and its consultants, contractors, agents and representatives to the proposed property for such inspections and investigations.
- The property will be delivered vacant and free of all tenants, occupants and personal property.
- The owner of the property shall deliver a good and sufficient quitclaim deed of the property running to “The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, on behalf of the Administrative Office of the Trial Court,” which deed shall convey good, clear record and marketable title to the property, subject only to those easements, restrictions and encumbrances which are acceptable to the Commonwealth and do not interfere with the use of the property for Judicial Center purposes.
- If the land is registered, the quitclaim deed must be in form sufficient to entitle the Commonwealth to an Owner’s Certificate of Title, and the property owner shall deliver at closing all documents necessary to enable the Commonwealth to obtain a Certificate of Title and to satisfy all Land Court and registration requirements.
- The physical and environmental condition of the property and the improvements therein shall be entirely acceptable to the Commonwealth, in Asset Management’s discretion, or the Commonwealth shall not be obligated to purchase the property.

- The owner of the property shall provide sufficient authority documentation, in recordable form, including ,without limitation, as applicable, legal existence and good standing certificates from the Secretary of State, complete incumbency certificates and trustee's certificates, valid, current vote(s)/resolution(s), direction of partners, members or beneficiaries, and any other documentation reasonably required by Asset Management.
- Asset Management shall have no obligation to purchase the property(ies), and the Purchase and Sale Agreement will become null and void if, by way of example, and not limitation, (a) Asset Management determines at any time prior to closing that the property(ies) is not suitable in Asset Management's discretion to feasibly construct and operate on the property(ies) the Judicial Center planned by the Commonwealth; (b) information contained in the proposal proves to be inaccurate; (c) it becomes unlawful for either party to perform; (d) Asset Management fails to obtain the governmental approvals or authorizations necessary to construct the facility; or (e) any other conditions determined by Asset Management in its sole discretion.

6.2 Disclosures

Upon execution of the Purchase and Sale Agreement by the owner of the property and at closing, owner of the property shall provide Asset Management with a sworn tax statement on the form attached to this RFP as Attachment A or Attachment B to this RFP, as applicable, and Beneficial Interest Disclosure Statement on the form attached as Attachment C to this RFP.

ATTACHMENTS

ATTACHMENT A

**COMMONWEALTH OF MASSACHUSETTS
INDIVIDUAL CERTIFICATE OF TAX COMPLIANCE**

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, _____, certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligation or unpaid debt to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

Date

Signature

Social Security Number

Typed or Printed Name

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 200____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

NAME:

Notary Public

My commission expires:_____

ATTACHMENT B

**COMMONWEALTH OF MASSACHUSETTS
CORPORATE CERTIFICATE OF TAX COMPLIANCE**

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, _____, as the _____ of _____,
whose principal place of business is located at _____
_____ do hereby certify that the above
named firm has complied with all laws of the Commonwealth of Massachusetts relating
to taxes and has no outstanding obligation to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

Federal Identification Number

Name of Corporation/
Unincorporated Association

Date

Signature of President

Date

Signature of Treasurer

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 200____, before me, the
undersigned notary public, personally appeared _____
_____, proved to me through satisfactory evidence of
identification, which consisted of _____
_____, to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that he/she signed it as
_____ for _____, a
corporation, voluntarily for its stated purpose.

NAME:
Notary Public

My commission expires: _____

ATTACHMENT C

Beneficial Interest Disclosure Statement
ACQUISITION OF REAL PROPERTY BY
THE COMMONWEALTH OF MASSACHUSETTS

For sale of Real Property to the Commonwealth of Massachusetts the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, Section 40J (a copy of which is attached hereto), of a transaction relating to real property as follows:

(1) **REAL PROPERTY:** The parcel of land, containing approximately _____ of land located at _____, City of Salem, County of Essex, Commonwealth of Massachusetts, conveyed or to be conveyed to The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, on behalf of the Administrative Office of the Trial Court.

(2) **TERM:** Sale

(3) **SELLER:** _____

(4) Names and addresses of all *persons* who have or will have a direct or indirect beneficial interest in the property as Seller (attach additional sheets if necessary).

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(5) None of the above-mentioned persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth, except as listed below.

Signed under the penalties of perjury.

DATE

By: _____
NAME: _____
TITLE: _____
Hereunto Duly Authorized

Massachusetts General Laws Chapter 7, Section 40J

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners.

A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change. Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.